

SUPREME COURT

DIVISION OF
STATE COURT ADMINISTRATION



OF INDIANA

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INDIANAPOLIS, IN 46204-3568
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LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, INTERIM CHIEF ADMINISTRATIVE OFFICER
DAVID J. REMONDINI, INTERIM EXECUTIVE DIRECTOR

SENT BY ELECTRONIC MAIL TO
shockenberry@ncjfcj.org

July 15, 2016

Ms. Sarah Hockenberry
National Center for Juvenile Justice
3700 South Water Street, Suite 200
Pittsburgh, PA 15203

Re: User Agreement

Dear Ms. Hockenberry

Your request, on behalf of National Center for Juvenile Justice, to obtain distribution of confidential court records from all courts using the Odyssey Case Management System has been approved by the Indiana Supreme Court and its Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter and the executed User Agreement for Bulk Distribution of Data or Compiled Information.

Indiana Administrative Rule 9(F)(2) places authority in the Indiana Supreme Court with respect to records from multiple courts such as those maintained in the Odyssey data repository. By Order dated September 13, 2011, *In the Matter of Bulk Distribution of and Remote Access to Court Records in Electronic Form*, Case No. 94S00-1109-MS-552, the Indiana Supreme Court authorizes bulk distribution of Odyssey records that are not excluded from public access by Administrative Rule 9(G) or (H), and authorizes the Division to review written requests for bulk distribution of Odyssey records and, if appropriate, approve such requests.

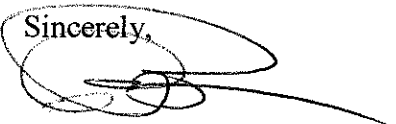
You are approved to receive bulk distribution of Odyssey records and the Division will provide bulk distribution of such records to you, subject to the following additional conditions: (1) You must make arrangements for payment for the records in accordance with Administrative Rule 9 and the Supreme Court's Order of September 13, 2011; (2) Your approval is subject to the

executed User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, and (3) You are prohibited from providing bulk distribution of Odyssey records to any third party.

An executed copy of your user agreement and the Odyssey Order Form is enclosed. The agreement will expire on January 31, 2017. Please contact Mary Kronoshek at Court Technology at 317.234.2710 in order to proceed with receipt of your data.

If you have any questions, please contact me at richard.payne@courts.IN.gov or (317) 234-5398.

Sincerely,

A handwritten signature in black ink, appearing to be "Richard T. Payne", with a long horizontal flourish extending to the right.

Richard T. Payne
Staff Attorney
Trial Court Management

Enclosures: User Agreement
 Odyssey Order Form



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF CONFIDENTIAL DATA OR COMPILED INFORMATION EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The parties to this agreement are the Indiana Supreme Court through its Division of State Court Administration ("Division") and the National Center for Juvenile Justice ("Requesting Party").

Recitals

Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for Bulk Distribution of Data or Compiled Information by Indiana Courts. The Division reviews each request for Bulk Distribution or Compiled Information to insure the request is consistent with the purposes of Administrative Rule 9 ("Rule 9"), resources are available to prepare the information and each request is an appropriate use of public resources.

The Indiana Supreme Court holds the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks.

The Requesting Party has sought a Bulk Distribution of Data or Compiled Information that includes information excluded from public access under Rule 9, Sections G and/or H. The Requesting Party is willing to comply with restrictions on usage of the Data and Compiled Information. The Indiana Supreme Court has reviewed, considered and authorized the requested Bulk Distribution of Data or Compiled Information and entered an Order under Rule 9 (F)(4)(c) authorizing the Division to proceed toward delivery of the Bulk Distribution.

Requested data contained in the Odyssey case management system will be provided by the Division. If all or some of the requested data sought is not contained in the Odyssey case management system and the Requesting Party is not automatically entitled to the distribution of such Data or Compiled Information of a court simply by the approval of this user agreement by the Division Provision of Data or Compiled Information that is not contained in the Odyssey case management system must be determined by each court or clerk based upon a determination that the information sought is consistent with the purposes of Administrative Rule 9, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources.

The Requesting Party may be required to the fair market value of the information requested as determined by the Division or a Court providing the information.

The Bulk Distribution is limited to court records even if the Requesting Party is seeking other information that is governed by other agencies' policies.

In order to establish the respective functions and responsibilities of the Parties pertaining to the dissemination and use of Indiana court information under the provisions of Rule 9 of the Indiana Rules of Court, the parties now, therefore, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings as set forth in Rule 9, section C: Administrative Record, Bulk Distribution, Case Record, Clerk of Court, Compiled Information, Court, Court Record and Public Access. The following terms shall be defined as stated:

A. “Agreement” means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.

B. “Data” means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.

C. “Subscriber” means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.

D. “Requesting Party” includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

2. Records Approved for Distribution as Bulk Data or Compiled Information.

A. Court Records Sought and Approved.

1. List of Courts:

- a. Odyssey Courts: All
- b. Non-Odyssey Courts: None

2. List of Records: Extract of Juvenile Delinquency (JD) and Juvenile Status (JS) cases that went to disposition during 2015, including information on such cases from the Indiana Youth Assessment System (IYAS) on INcite, contained on the “Variable Wish List” in Exhibit B. The data shall not include names, addresses or social security numbers of juveniles, and shall be de-identified through the use of a “juvenile ID” created by Court Technology

B. Court Records Maintained in the Odyssey data repository.

1. The Division will provide the Requesting Party a single data extract of the approved records pursuant to the authorization order of the Indiana Supreme Court of September 13, 2011, Case Number 94S00-1109-MS-552.

2. The Division will provide the Requesting Party with an invoice for each extract if the Court or Division has determined that the Requesting Party shall pay

reasonable costs of responding to the request for extracted data. All payments shall be made by check and payable to Division of State Court Administration bearing a notation of the invoice number and that payment is for Odyssey Bulk Records or Compiled Information.

3. The extracted data will be made available to the Requesting Party through an SFTP account accessing client specific folders at SFTP.IN.Gov.

C. Court Records Not Maintained in the Odyssey data repository.

Subject to specific permission from the Courts identified above that are not on the Odyssey Case Management System, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified above for the Requesting Party's use in accordance with the terms and conditions of this Agreement.

Execution of this Agreement and approval of the Requesting Party's request by the Indiana Supreme Court and the Division does not create any mandatory obligation on the part of any Clerk of Court or Court to provide Court Records to the Requesting Party. Under Rule 9(F), the individual non-Odyssey Courts must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources and is consistent with the purposes of Rule 9. The Courts must determine on an individual basis whether to assess a charge for providing the Court Records and may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the reasonable cost of responding to the request.

3. Rights and Interests.

All rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not acquire any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Such rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.

The Requesting Party shall provide the Division with the names of all entities that receive access to the data provided by the Division that are related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this section.

All subcontractors or other entities receiving access to the data provided by the Division shall be constrained by the restrictions on use of data as provided in Section 5 of this agreement or any other applicable sections of this agreement.

4. Ongoing Data Scrubbing and Update Requirements.

The status of a Court Record may change over time and the Requesting Party shall refresh all records with each new extract received so that cases sealed or restricted since the last extract will be accurately reflected in the database.

The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

5. Restrictions on Use of Data.

A. Compliance with Authorities.

The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

B. Social Security Numbers, Dates of Birth and Addresses

If the request includes release of social security numbers, dates of birth, or addresses, the information provided may include only the last four digits of social security numbers, only the year of birth, and only the zip code of addresses. The restrictions on release of social security numbers, dates of birth, and addresses may be waived only upon a petition to the Executive Director of the Division of State Court Administration and a finding of exceptional circumstances by the Indiana Supreme Court.

Access to the storage media containing the confidential data will be limited and, as appropriate, kept and stored in the secure data facility when not being used.

C. Resale of Data.

The request that has been approved by the Indiana Supreme Court has been granted because the Requesting Party has a substantial interest or a bona fide research activity for scholarly, journalistic, political, governmental, research, evaluation or statistical purposes.

The Requesting Party shall not:

- i. reproduce, resell or otherwise distribute, directly or indirectly,
- ii. use, directly or indirectly, for the purpose of sale of a product or service to an individual or the general public, or
- iii. copy or duplicate, other than as stated for scholarly, journalistic, political, governmental, research, evaluation or statistical purposes

the Court Records or Data provided under this Agreement. However, the results of Requesting Party's analysis and conclusions from its research may be utilized in the publication of scholarly articles or reports. The Requesting Party shall not make Bulk Distribution of the Court Records or reconfigure the Court Records for subsequent Bulk Distributions.

D. Policies for Dissemination of Data.

The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method.

6. Reporting Requirement.

With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

7. Audits.

The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

8. Disclaimer of Warranties.

The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records.

Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.

9. Limitation of Liability.

The Requesting Party acknowledges and accepts that the Court Records or Data are provided “as is” and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party.

B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

10. Indemnification.

The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and reasonable attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party or any other parties.

11. Assignment.

The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

12. Termination and Renewal.

A. General. Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. Renewal. This agreement expires on **January 31, 2017**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2017**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>.

C. Termination for Cause.

The Requesting Party is responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party. The Division may, at its discretion, immediately terminate this Agreement upon a violation of the Agreement. Upon termination of the Agreement, the Requesting Party shall promptly return all court records and data to the Division. The Requesting Party is liable for damages for violations of this Agreement as authorized by law.

D. Termination for Nonpayment.

The Division may immediately, without notice, terminate this Agreement if the Requesting Party fails to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days after Requesting Party's receipt of written notice of the outstanding balance.

E. Termination in Event of Assignment.

The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

13. Attachments. This Agreement incorporates by way of attachment the following:

- A.** A copy of the Order of the Indiana Supreme Court approving the Requesting Party's Request for Bulk Distribution of Confidential Data or Compiled Information as **Exhibit A**;
- B.** The original Request provided to the Division from the Requesting Party as **Exhibit B**; and
- C.** The approval letter provided to the Requesting Party from the Division as **Exhibit C**.

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

14. Applicable Law.

This Agreement shall be interpreted and enforced in accordance with the law of the State of Indiana in an Indiana court of competent jurisdiction.

15. Effective Date.

This Agreement shall become effective and the terms herein shall become enforceable upon the date of execution of the last party.

16. Authority to Execute Agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties.

Indiana Supreme Court
Division of State Court Administration

By: 

Lilia G. Judson
Interim Chief Administrative Officer

Date: 6/30/16

National Center for Juvenile Justice

By: 

Melissa Sickmund
(Name)

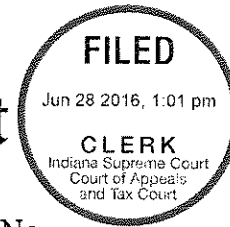
Director, NCJJ
(Title)

Date: 7/11/16

EXHIBIT A

INDIANA SUPREME COURT APPROVAL ORDER

In the
Indiana Supreme Court



IN THE MATTER OF THE REQUEST
BY THE NATIONAL CENTER FOR
JUVENILE JUSTICE FOR RELEASE OF
BULK DATA OR COMPILED
INFORMATION EXCLUDED FROM
PUBLIC ACCESS

Supreme Court Case No.
94S00-1604-MS-196

ORDER GRANTING NATIONAL CENTER FOR JUVENILE JUSTICE'S REQUEST
UNDER ADMINISTRATIVE RULE 9(F)(4) FOR RELEASE OF BULK DATA
OR COMPILED INFORMATION THAT INCLUDES INFORMATION EXCLUDED FROM
PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The National Center for Juvenile Justice (NCJJ) has filed a Verified Request for Bulk Data/Compiled Information under Administrative Rule 9(F)(4). This request seeks to obtain specific data that is excluded from public access under Administrative Rule 9 contained in the Indiana Court Information Technology Extranet (INcite) and the Odyssey Case Management System of Indiana courts exercising juvenile jurisdiction. NCJJ seeks data from 2015 Juvenile Delinquency and Juvenile Status cases as detailed in the Variable Wish List contained in its application with yearly extracts thereafter. NCJJ's request does not include the name, social security number, date of birth, or address of affected individuals. All of the data sought will be de-identified through creation of an encryptable juvenile ID by Court Technology with NCJJ receiving the compilation created in response to its requested data points.

All data contained in Juvenile Delinquency and Status Case Records and in the IYAS applications on INcite is excluded from public access. The purpose of NCJJ's request is for governmental research and evaluation to study and analyze the involvement of juveniles with the juvenile justice system.

NCJJ collects data from juvenile cases on behalf of the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and publishes various, trusted materials for juvenile justice professionals.

Indiana has a substantial interest in promotion of improvements to the juvenile justice system, not only in Indiana but also in other state and local agencies. As a result, the Court desires to cooperate to the fullest extent it can with successful completion of the NCJJ's role on behalf of OJJDP while balancing and protecting the privacy rights and interests of individuals whose data will be examined.

The records sought are generally excluded from public access under Administrative Rule 9(G) and access to bulk or compiled case records excluded from public access may be granted by this Court only under specific circumstances under Administrative Rule 9(F)(4)(c). Under Administrative Rule 9(F)(4)(a)(v), a request for bulk distribution or compiled information that includes information excluded from public access must provide for individual notice to all persons affected by the release of the information unless, upon prior notice to the Indiana Attorney General and a reasonable opportunity to respond, such individual notice requirement is waived by this Court.

NCJJ requested the Court to waive the requirement for provision of individual notice to all persons affected by the release of the information. The Indiana Attorney General has filed a Response as provided for under Administrative Rule 9(F)(4)(a)(v) and does not oppose the requested waiver.

The Court finds that the request involves a significant number of individual case files and notice, if required, would result in notifying a large number of individuals. Although NCJJ will receive only de-identified case record data, it has advised the Court that it will only use the received data in its Secure Data Room in a network zone protected by an additional firewall with a tightly controlled access list. Analytical work on the data will only occur in this facility by credentialed employees or agents who may not bring or remove materials to or from the room.

All security for the data will comply with or exceed standards of the National Institute for Standards and Technology (NIST) 800-53 R4. Upon completion of the study, but no later than May 1, 2017, unless an extension of time is granted due to federal requirements concerning data retention or other reasonable basis, NCJJ will securely wipe any sections of computer hard drives on which the requested data is stored.

Accordingly, the Court finds that NCJJ has shown by clear and convincing evidence that it has satisfied the requirements of Admin. R. 9(F)(4)(a)(i), (ii), (iii), and (iv), and the public interest will be served by allowing access.

The Court further finds the information sought by NCJJ is consistent with the purposes of this rule, resources are available to prepare the information, and fulfilling the request is an appropriate use of public resources.

After consideration of the request for waiver of individual notice to individuals affected by release of the information excluded from public access, the Court finds by clear and convincing evidence that the purposes for which the information is sought substantially outweighs the privacy interests protected by this rule. Accordingly, due to the highly secure manner for the protection of the data, the Court waives the requirement of individual notice to all parties affected by release of the sought information to which public access is prohibited or restricted.

An order granting a request under this subsection may specify particular conditions or requirements for use of the information, including without limitation:

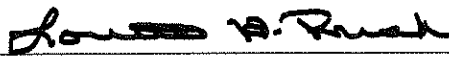
1. The confidential information will not be sold or otherwise distributed, directly or indirectly, to third parties; provided, however, that the results of NCJJ's analysis and conclusions from its research may be utilized in the publication of scholarly article(s) or reports;
2. The confidential information will not be used directly or indirectly to sell a product or service to an individual or the general public;
3. The confidential information will not be copied or duplicated other than for the stated research;
4. Access to the storage media containing the confidential data will be limited and, as appropriate, kept and stored in the secure data facility when not being used; and
5. The requesting party must pay the reasonable costs of responding the request as determined by the Court.

The Court finds that these conditions shall apply to the data sought by NCJJ.

The Court hereby grants the NCJJ request for Bulk Data/Compiled Information under Administrative Rule 9(F)(4) and the Division shall provide data to NCJJ, to the extent discussed herein, from the case records contained in the Odyssey Case Management System and records concerning cases on INCite from IYAS.

IT IS, THEREFORE, ORDERED that the Division of State Court Administration provide NCJJ the data described in this order following the execution of a Confidential Bulk Data/Compiled Information User Agreement.

Done at Indianapolis, Indiana, on 6/28/2016.



Loretta H. Rush
Chief Justice of Indiana

All Justices concur.

EXHIBIT B

**VERIFIED REQUEST FOR RELEASE OF BULK DATA/COMPILED INFORMATION
CONTAINING INFORMATION EXCLUDED FROM PUBLIC ACCESS**

RECEIVED

MAR 10 2016

DIVISION OF
STATE COURT ADMINISTRATION

In the Indiana Supreme Court

In The Matter of the Request by) Supreme Court Case Number
National Center for Juvenile Justice,)
 for Release of Bulk Data or Compiled) 94S00-_____-MS-_____
 Information Containing Information)
 Excluded from Public Access.)

VERIFIED REQUEST FOR RELEASE OF BULK DATA/COMPILED INFORMATION CONTAINING INFORMATION EXCLUDED FROM PUBLIC ACCESS

To the Executive Director of State Court Administration:

Requestor submits this request under Administrative Rule 9(F)(4) for the release of bulk data/compiled information that contains information excluded from public access under Administrative Rule 9(G).

Note: Requestor must provide sufficient, detailed factual information about their request so the Court can make an informed decision under Administrative Rule 9.

I. Identity of Requestor:	National Center for Juvenile Justice
Address:	3700 South Water St, Suite 200 Pittsburgh, PA 15203
Contact:	Sarah Hockenberry
Contact's Title:	Research Associate/Project Manager
Telephone:	412-246-0831
Fax:	412-227-6955
E-Mail:	<input type="checkbox"/> None <u>shockenberry@ncjfcj.org</u> Enter Email Address
Website: (if any)	<input type="checkbox"/> None <u>www.ojjdp.gov/ojstatbb/njcda</u> Enter Website Address

II. What substantial interest or bona fide research activity does Requestor have for scholarly, journalistic, political, governmental, research, evaluation or statistical purposes wherein the identification of specific individuals is ancillary to the purpose of the inquiry?

The National Juvenile Court Data Archive annually collects more than 1 million automated case records from roughly 2,300 juvenile courts representing 84% of the juvenile population. The primary function of the Archive has been to provide empirical information on the activities of the Nation's juvenile courts to support policy and program development. This has been accomplished through the collection, documentation and analysis of millions of automated case records as well as aggregate case counts. Data are presented at the national level and in

**III. Identification of Bulk Data/Compiled Information sought:
(Specify and describe the records sought and the compiler or location)**

We are interested in juvenile delinquency and status case records that would include variables such as juvenile demographics, case referral and processing information, prior history, and detention information. A complete list of variables is attached for your reference.

IV. Purpose for Request and Benefit to the Public

A. Describe your interest in the records sought and the purpose of the inquiry.

We currently do not receive data from Indiana. Data collected allows the Archive to create the annual Juvenile Court Statistics report and online data analysis tool, the Statistical Briefing Book to provide JJ professionals, policy makers, researchers, and the public with the most detailed information available on the Nation's juvenile courts.

B. Explain how the information will benefit the public interest or public education.

The Juvenile Court Statistics report series describes national trends on delinquency and status offense cases handled by US courts with juvenile jurisdiction. The Statistical Briefing Book provides the latest statistical information on national trends, FAQs and data analysis tools.

V. Security Provisions: Explain provisions for the secure protection of any information requested to which public access is restricted or prohibited.

NCJJ's office is not open to the public and staff must use a key card to enter the suite. Data submissions are stored on a stand-alone network within a locked secure data room. Only designated Archive staff members have access to data stored on the server and in the data room, and have separate login procedures/passwords to access the data.

VI. Notice to Affected Persons:

☒ **Request Waiver of Notice: Set Forth Reason for Lack of Notice:**

We will never identify an individual child. Data presented or published are aggregate statistics. Juvenile and case ID numbers are requested only so that we can properly link records/tables when working with your data. These ID numbers can be encrypted as long as the same algorithm is used from year to year and someone at your organization can decrypt the ID that will allow you to find the juvenile in your system.

☐ **Notice and a Reasonable Opportunity to Respond Should be Given to:**
Name Mailing Address

VII. The public interest will be served by allowing access, denying access will create a serious and imminent danger to the public interest, or denying access will cause a substantial harm to a person or third parties because: (Set forth factual basis)

All data are presented in aggregate form at the national level. With the exception of one of the data analysis tools on the Statistical Briefing Book where data are presented in aggregate form by state and county (<http://www.ojjdp.gov/ojstatbb/ezaco/>). Prior to release these data are sent to the state for review and are not displayed without your permission. Outside requests to receive your data are subject to formal review by your organization and must be authorized by

(I)(We) affirm under the penalties for perjury that the foregoing representations are true.

Signature of Requestor:	<i>Sarah Hockenberry</i>
Printed Name:	Sarah Hockenberry
Title:	Research Associate/Project Manager
Date:	3/09/16

Action by Executive Director of State Court Administration	Application referred to the Indiana Supreme Court
Signature:	
Date:	Lilia G. Judson, Executive Director

Action by Indiana Supreme Court:
<p>The Request is:</p> <p><input type="checkbox"/> accepted for further review</p> <p><input type="checkbox"/> returned to the Requestor to provide further information in support of the Request.</p>

If the Request is accepted:	<p>Notice to Affected Persons:</p> <p><input type="checkbox"/> Shall be provided.</p> <p><input type="checkbox"/> Request for waiver of notice referred to Indiana Attorney General for response.</p>
Deadline for Response:	<p>The Affected Persons/Attorney General shall have until _____ to file objections.</p>

Date:	Indiana Supreme Court
Signature:	<p>_____</p> <p>Chief Justice of Indiana</p>